

CHICAGO AND



TRANSPORTATION COMPANY

CORPORATE COMMUNICATIONS AND SECRETARY

DIRECT DIAL NUMBER

312/559-6167

7853 F
RECORDATION NO. FILE 1425

AUG 23 1985 - 11 30 AM

August 21, 1985
File: A-9397 (A-344)

INTERSTATE COMMERCE COMMISSION

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Bayne:

Pursuant to Section 11303 (formerly Section 20c), of the Interstate Commerce Act, as amended, attached for recordation are counterparts of Release and Bill of Sale dated August 9, 1985, which is the final release of equipment under Conditional Sale Agreement and Agreement and Assignment, both dated February 20, 1975, assigned Recordation No. 7853.

Also, an amendment to the Conditional Sale Agreement dated March 20, 1975 was filed with the Interstate Commerce Commission on April 28, 1975 and was assigned recordation No. 7853-A. Statements of New Numbers dated December 21, 1978 and June 22, 1979 were assigned Recordation Nos. 7853-B and 7853-C respectively.

Enclosed is our check for \$10.00 to cover your recording fee. Please assign a sequential recordation number, retain one counterpart for your files, and return the remaining counterparts each showing recordation data.

This is a final release.

Sincerely,

Joan A. Schramm

Joan A. Schramm
Assistant Secretary

Enclosure

cc: R. D. Smith
G. R. Charles
R. R. DeWitt
M. R. Jeske

CSD 5

*Original Copy Part 2
Chicago, Illinois*

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A-344

INTERSTATE COMMERCE COMMISSION

RELEASE AND BILL OF SALE

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT dated as of February 20, 1975, (hereinafter called the "Conditional Sale Agreement") between NORTH WESTERN LEASING COMPANY, a Delaware corporation (hereinafter called "Seller") and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter called "Railroad"), Seller agreed to sell and deliver to the Railroad, and Railroad agreed to purchase forty-two (42) used gondolas, three (3) rebuilt boxcars, seven (7) rebuilt gondolas, thirty-five (35) rebuilt hopper cars and nine (9) used covered hopper cars, described on Schedule A attached to the Conditional Sale Agreement, (hereinafter referred to as "Equipment"); and

WHEREAS, under the terms of AGREEMENT AND ASSIGNMENT dated as of February 20, 1975, (hereinafter called the "Agreement and Assignment") between Seller and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter referred to as "Assignee"), Seller sold, assigned, transferred and set over all right, title and interest under the aforesaid Conditional Sale Agreement and all right, title and interest to said Equipment to Assignee; and

WHEREAS, said Conditional Sale Agreement was amended by an Amendment dated as of March 20, 1975 between Railroad and Bank and recorded with the Interstate Commerce Commission on April 28, 1975 under recordation number 7853-A correcting certain car numbers; and

WHEREAS, by Statements of New Numbers dated as of December 21, 1978 and June 22, 1979 executed by Railroad and consented to by assignee, units of Equipment were renumbered as described therein; and

WHEREAS, Assignee has received from Railroad full payment due under said Conditional Sale Agreement and Agreement and Assignment and the conditions and obligations of Railroad with respect to the Equipment have been satisfied in full;

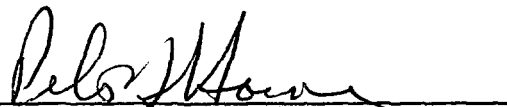
NOW, THEREFORE, Assignee, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Railroad, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, the Equipment, TO HAVE AND TO HOLD the Equipment unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security interests created by or arising under the aforementioned Conditional Sale Agreement and Agreement and Assignment.

Assignee does hereby covenant that it has not done anything whereby the Equipment hereby conveyed is or may be in any manner encumbered or charged; that the Equipment is free and clear of all liens and encumbrances of every kind and nature whatsoever created by Assignee or arising out of any act, obligation or liability on its part. The Assignee hereby authorizes removal from the Equipment of any and all ownership plates and other markings of Assignee.

IN WITNESS WHEREOF, CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Banking Officer, this 9th day of August, A.D. 1985.

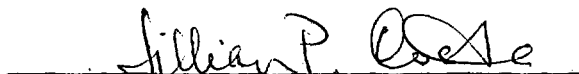
CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By


Vice President

(Seal)

ATTEST:


Banking Officer

JILLIAN P. CESTA

CS/P6-1

STATE OF ILLINOIS)
COUNTY OF C O O K)

On this 9th day of August, 1985, before me personally
appeared Peter D. Horn and Jillian R. Costa

_____ to me personally known, who, being by me duly sworn, say that they are, respectively, a Vice President and a Banking Officer of Continental Illinois National Bank and Trust Company of Chicago, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dawn M. Schreder
Notary Public

My Commission Expires:

9-14-88

(NOTARY SEAL)

CS/P6-0